ter ticket is not salable or transferable was the opinion in *Purcell v. Daly*, 19 Abb. N. Cas. 301. But that a railroad ticket, on the other hand, is transferable was held by the court of appeals in *Tryoler's Case*, 157 N. Y. 116, and by the U. S. Supreme Court in *Hudson* v. *Kansas Pac. R. Co.*, 3 McCrary 249.

STATUTE OF FRAUDS—REFORMATION OF LEASE—SPECIFIC PERFORMANCE.—BUTLER V. THRELKELD ET AL., 90 N. W. 584 (Iowa).—By mutual mistake, an oral agreement giving lessee an option to buy was omitted from a lease for five years. *Held*, that notwithstanding the Statute of Frauds, a court of equity may correct the lease and enforce it as reformed.

Although regarding this as an indirect enforcement of an oral agreement for the sale of land and a virtual repeal of the Statute of Frauds, the learned judge feels constrained to follow an early and decisive Iowa case and the prevailing American doctrine. *Ring v. Ashworth*, 3 Iowa 452; *Gillespie* v. *Moon*, 2 Johns. Ch. 585; *Schwass* v. *Hershey*, 125 Ill. 653; *Strickland* v. *Barber*, 76 Mich. 310; *Bispham, Prin. Eq.*, Sec. 382. The English rule, followed by many authorities in the United States, admits parol evidence to defeat specific performance, but will not enforce a parol variation. *Townshend v. Stangroom*, 6 Ves. 328; *Elder v. Elder*, 10 Me. 80; *Pierce v. Colcord*, 113 Mass. 372; 24 *Am. Law. Reg.* 81.

TAXATION—EDUCATIONAL INSTITUTIONS—OPERA HOUSE TAX.—MARKHAM V. SOUTHERN CONSERVATORY OF MUSIC, 41 S. E. 531 (N. C.).—Under a law taxing opera houses, but exempting entertainments for educational objects the sheriff endeavored to collect taxes from the defendant, which gave public musical entertainments, charging an admission fee. *Held*, that the defendant was exempt from taxation.

While the fee charged for admission to concerts given by a school of music was for the purpose of defraying the expenses of the entertainment, no profits being realized, still it is not clear how that fact in itself renders a musical entertainment solely educational. From an educational standpoint, this attempted distinction between the opera and a school concert seems at best very artificial.

TRADE NAME—MISLEADING PUBLIC—RIGHT TO TRADE UNDER OWN NAME.—J AND J. CASH LIMITED V. JOSEPH CASH, 86 Law Times Rep. 211 (Eng.).—The defendant sold out to the plaintiff company and became one of its directors. He retired as director, and set up in the same class of business at the same place as Joseph Cash & Co. *Held*, plaintiff could not be restrained from carrying on trade is his own name, but he must take reasonable precaution to clearly distinguish his goods from those of the plaintiff, and to prevent the public from being led into the belief that his business was that of the plaintiff.

The lower court restrained defendant from selling frilling under the name of Cash, but this court was of the opinion that the order went too far, and modified it. Williams L. J. said that there never had been a case yet where a man has been restrained altogether from carrying on a particular trade in his own name. Every decision has been limited to restraining him from carrying on a trade, the products of which when used in connection with a particular trade name, have become identified with the business of another person, without taking such steps as any honest man would wish to

take to prevent his goods being confounded with those of this other person. This also seems to be the view taken by American courts. In *Russia Cement Co. v. Le Page,* 147 Mass. 206, and *Le Page Cement Co. v. Russia Cement Co.,* 51 Fed. Rep. 941., Le Page, who sold his right to manufacture and sell "Le Page's Liquid Glue," and then commenced a new business and manufactured "Le Page's Improved Liquid Glue" was restrained. Similar cases are *Frazer v. Frazer Lubricator Co.,* 121 Ill. 147; *Skinner v. Oakes,* 10 Mo. App. 451; *Hoxie* v. *Cheney,* 143 Mass. 592; *Symonds* v. *Jones,* 82 Me. 302-313, and *Pepper* v. *Labrot,* 8 Fed. Rep. 29. In all these cases, however, the use of the particular name was restrained because proper care had not been exercised to avoid deception of the public, and to prevent injury to those who had acquired the right to the use of the name and its reputation. None of them went so far as to say that a man could be restrained altogether from carrying on a particular business in his own name.

USURY—BUILDING LOANS—WHAT LAW GOVERNS—NATIONAL MUT. BUILDING & LOAN ASS'N V. BRAHAN, 31 So. 480 (Miss.).—A New York building and loan association, having only special agents in Mississippi, loaned a sum of money to a party there at a rate usurious under the laws of that state, but stipulated that payment of the debt should be made in New York. *Held,* that the contract, notwithstanding the recital as to the place of payment, was a Mississippi contract, and hence usurious..

The general rule has always been that a contract is controlled by the usury laws of the state where the debt is made payable; and "the fact that a contract, to be performed in one state, is secured by a mortgage upon land in another does not affect the rule that the *lex loci contractus* governs." 27 *Am. & Eng. Enc. Law,* p. 974; *Association v. Bedford,* 88 Fed. 7; *Kurtz v. Sponable,* 6 Kan. 397. However, the present tendency seems to be to look beyond the plain facts to the intention of the parties, and state courts are inclined to consider as domestic, contracts of indebtedness secured by mortgage in that state, even though payment is stipulated to be made in another state, especially where the intent is to evade the usury laws. *Ass'n v. Stanley,* 38 Or. 340; *Ass'n* v. *Kidder,* 9 Kan. App. 390; *Martin* v. *Johnson,* 84 Ga. 481; *Meroney v. Ass'n,* 116 N. C. 883.

REVIEWS.

Reports on the Law of Civil Government in Territory Subject to Military Occupation by the Military Forces of the United States. Submitted to Hon. Elihu Root, Secretary of War. By Charles E. Magoon, Law Officer, Bureau of Insular Affairs, War Department. 2d Ed. Washington Government Printing Office. 1902.

This work presents a striking instance of the new political machinery which it has been found necessary to provide for the proper conduct of affairs of the United States since the Spanish war. That threw into our hands a title to great territorial possessions on opposite sides of the globe as against the rest of the world, outside of them, at least. They had been united by little except—to a certain extent—by a common language and law. It was a strange language and a stranger law to us.